

**SERIAL 98033 - M MOWING SERVICES, ESTRELLA MOUNTAIN PARK**

**SEPTEMBER 30, 2004**

~~JULY 31, 2004~~

~~JULY 31, 2002~~

**CONTRACT PERIOD THROUGH** ~~JULY 31, 2004~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MOWING SERVICES, ESTRELLA MOUNTAIN PARK**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **JULY 1, 1998**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

CH/jmk  
Attach

Copy to: Clerk of the Board  
Beth Seay, Recreation Services  
Sharon Tohtsoni, Materials Management

SPECIFICATIONS ON CALL FOR BID FOR: **MOWING SERVICES, ESTRELLA MOUNTIAN PARK**

**1.0 INTENT:**

The purpose of this Invitation For Bids is to select a contractor to perform mowing services as outlined in the technical specifications at Estrella Mountain Park for the Parks and Recreation Department. This contract shall be awarded to the low priced responsive, responsible bidder based on the criteria supplied by each contractor.

**1.1 This solicitation is issued in accordance with the Board of Supervisor's Policy on Competitive Privatization, and is part of a County cost/service comparison to determine whether accomplishing the specified work under contract or by County performance is determined to be at the desired service level and at a reasonable cost. If the County determines that County performance is warranted, this solicitation will be canceled and no contract will be awarded. The vendor should make themselves familiar with the Privatization Policy (see attachment E).**

**1.2 The evaluation committee shall follow the guidelines as set forth in the IFB/RFP in conjunction with the Maricopa County Procurement Code, excepting that the following procedures and the Competitive Privatization Policy shall take precedence.**

**The evaluation process will treat the involved County department as it would a potential public/private sector offeror with respect to notification and confidentiality. In the review of the technical portion of any proposal, the Evaluation Committee may utilize the services of an employee of the affected department. Where feasible, this participant shall not be involved in or knowledgeable of the department's offer and will serve as a non-voting technical advisor only.**

**1.3 For RFP's, all proposals received from the outside public/private sector will be evaluated by the Evaluation Committee. After negotiation and selection of the most advantageous proposal, the County will make a final comparison to the County Response before selection. All cost comparison forms and the related cost data in support of the cost proposed for the County performance will be made available to interested parties upon award.**

**If the most advantageous offer is that of an outside public concern or private party, the normal contract negotiation procedures are to be followed as required. If the County Response is the most advantageous, all private offers will be rejected and the County department shall provide the service with the performance obligations cited on their Response. These performance obligations shall be incorporated into the department's goals and service levels. A follow-up evaluation of performance will be conducted via monitoring, as described in a later section.**

**The Board of Supervisors shall at all times reserve the right to provide the service by a County department irrespective of a lower public/private bidder or Evaluation Committee recommendations.**

**2.0 SCOPE OF WORK:**

Furnish all supervision, labor, material, equipment, tools, chemicals, and transportation required to maintain the landscape in an attractive and healthy condition throughout the year as specified herein. Mowing services shall be performed as called for in the technical requirements Tuesday through Friday excluding County holidays.

3.0 LAWNS:

- 3.1 Upright grasses such as Bluegrass and Ryegrass shall be mowed to a minimum height of two inches in warm weather and one and one-half inches (1½") during the rainy season. Other grasses such as Bermuda grass, shall be mowed to a height of one and one-half inches (1½"). Mowing shall be done weekly during Summer, bi-weekly during Spring and Fall seasons and monthly or as needed for Winter. Lawn edges shall be trimmed at least twice monthly or as needed for neat appearance. Grass clippings from mowing shall NOT be caught and removed unless they are too unsightly for the particular location, or else are lying in swaths which might damage the lawn.

**3.1.1 Chemical means of edging and grass suppression around tables, bar-b-ques etc. is acceptable, with prior approval of the County.**

- 3.2 If verticutting (renovating) is required, first apply nitrate N, three (3) weeks before actually doing the work. Removal of thatch by verticutting is done preferably in the Summer, but otherwise in the Spring. At this time, overseed is needed. Overseeding must proceed pre-emergent herbicides by at least four to six weeks. Normally, this means that lawns infested with weeds should be renovated and overseeded in the Fall, and treated for weed control in the following late Winter. This service will be paid at a per acre price. Remnants from this service are to be removed by contractor.

- 3.3 Overseeding shall be performed by department personnel, any additional mowing required by this will be paid at the per acre price.

3.4 WORK NOT INCLUDED:

- 3.4.1 Repairs or replacement of losses/damages beyond Contractor's control, except with Owners approval and agreement to purchase.
- 3.4.2 Maintenance of open parking areas, driveways, walks, etc. Exceptions: cleanup of landscape debris.
- 3.4.3 New planting or other special services, except with Owners approval and agreement to pay.

3.5 WEEKLY ROUTINE WORK:

- 3.5.1 Maintain grass to approximately 1½ inches height.

3.6 NON-ROUTINE PROJECT WORK:

All non-routine project work will be done at the direction of the Parks and Recreation Department.

Contractor shall be called upon to estimate and perform various types of non-routine work such as, but not limited to: removing fallen/dead trees; major/minor repairs to sprinkler systems; or spreading granite or fill dirt. This will require a Letter of Authorization (L.O.A.) from an Parks and Recreation Department representative allowing the Contractor to proceed with the non-routine project work at a pre-established labor rate as outlined in §6.0 PRICING (See also §4.18). Contractor shall not proceed with non-project work (except in emergency situations) without a L.O.A. A detailed itemization for any supplies, equipment, or parts used is required.

#### 4.0 CONTRACTOR REQUIREMENTS:

- 4.1 The Contractor shall be responsible to procure all required licenses and permits as governed by the State of Arizona. Contractor must have a State of Arizona Commercial Landscape License A-21 and Structural Pest Control Commission Licenses, Class E weed control, and class F turf and ornamental. A copy of such must accompany bid package. **Contractor's licenses MUST be registered to the Contractor, and sub-contracting to another vendor is not allowed.**

4.1.1 CERTIFICATION of Contractor's employees who will be assigned the task of landscape chemical applications are a requirement and must be submitted at the post award conference and updated every six (6) months.

- 4.2 The Contractor shall be responsible for any damage incurred to the facility, underground sprinkler systems, trees, bushes, shrubs and/or any other permanent type fixture, resulting from his negligent use of the premises to fulfill the contract terms and conditions (See §4.9).

- 4.3 All costs for repeat work, or repairs due to failures of specific repairs, will be the responsibility of the Contractor.

- 4.4 The Contractor and their employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County, and local municipalities ordinances and regulations. Fertilizers and chemicals shall be transported in containers which will ensure proper protection to the job site.

- 4.5 All equipment used by Contractor to perform the specifications herein shall be in good working condition and shall also conform to required safety standards.

Per MAG 1997 PM-10 Plan and MAG 1998 Carbon Monoxide Plan, Measure 97 NR-7, which is aimed at reducing activities where feasible and appropriate by State agencies and local governments in the Nonattainment Area that may contribute to seasonal air quality problems. This would involve a shift in the timing of activities or postponement altogether, until after critical air pollution periods.

During the months of May through August, the County shall require Contractor(s) to use 4-cycle gasoline powered lawnmower equipment, --or-- to defer the use of 2-cycle lawnmowers until after 4:00 PM. During the winter carbon monoxide season, November through February, defer 2-cycle gasoline lawnmower equipment until after 2:00 PM.

Contractor(s) are encouraged to convert current gasoline powered landscape equipment to cleaner, efficient, less polluting equipment that utilizes non carburetored fuel intake.

Should smaller 4-cycle clean burning engines become available on hand held lawn equipment (weed eaters, vacuums/blowers, edgers, etc.), Contractor(s) shall be required to utilize such equipment in place of the current 2-cycle units.

- 4.6 REQUIRED SUBMITTALS:

The Contractor shall submit with the bid:

- 4.6.1 Documented proof of compliance with OSHA mandated employee training; a demonstrated written history of compliance with all aspects of OSHA's Hazard Communication Standard.
- 4.6.2 Plan of Quality Assurance. This should include the philosophy and methodology they plan to use to ensure quality service is performed.

4.6.3 List of all supplies and equipment to be used pursuant to this contract.

**4.0 CONTRACTOR REQUIREMENTS: (continued)**

**4.6 REQUIRED SUBMITTALS: (continued)**

**4.6.4 Copies of all licenses.**

**AFTER AWARD OF BID, THE CONTRACTOR(S) SHALL SUBMIT:**

- 4.6.5 Records of employee training in the use of all landscape equipment. This shall also be updated on the anniversary contract date.
- 4.6.6 List of ornamental landscape training the Contractor's employees have received. This shall be updated on the anniversary contract date.
- 4.6.7 Hazardous Chemical Plan for leakage, spillage etc., to include, pesticides, herbicides, gasoline and solvents.

4.7 All work shall be performed during the early morning daylight hours, Tuesday through Friday, except emergencies or special work orders. **ALL WORK MUST BE DONE AT A TIME AND IN A MANNER THAT WILL NOT INTERFERE WITH THE NORMAL ACTIVITIES OF THE FACILITY.**

4.8 The Contractor shall perform the work in a way to minimize disruption to the normal operation of the Park. Upon completion of the work, the Contractor is responsible for cleaning and removing all debris, materials, and equipment associated with the work performed. Debris not to be placed into County trash containers.

The Contractor shall carry on the operation in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any landscape operations performed under this contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from monies due the Contractor. (See §4.3)

**4.9 ENGLISH SPEAKING REQUIREMENT**

The Contractor's job supervisor and additional personnel as deemed necessary by the Maricopa County Parks and Recreation Department Representative, must be literate and fluent in the English language. There is to be at least one (1) person or more, and as directed by the Parks and Recreation Department, on each shift on site, who can speak, read and write English. This is not meant to require that all Contractor personnel speak, read, and write English. Most tasks may require only the job supervisor, crew leader, or crew member to speak, read, and write English. This requirement is necessary due to the following reasons which include but are not limited to:

- 4.9.1 Warnings of emergencies and hazards.
- 4.9.2 Preparation of reports as specified.
- 4.9.3 Communication with Maricopa County Personnel and Tenants.

Due to the significance of the above listed reasons, the English requirement is to enhance communications between the Vendor representatives, and Parks and Recreation Department personnel, and between the Contractor representatives and the public.

4.10 The Contractor shall be required to provide training consultation and expertise to the County to ensure the efficiency of the quality assurance program.

**4.0 CONTRACTOR REQUIREMENTS:** (continued)

**4.11 EMPLOYEES OF THE CONTRACTOR**

No one except authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee from County facility. At the County's option, we may require security screening of all employees performing work at the County sites. The Contractor must, however, furnish the County a current employee register on the issuance of this contract and updated every SIX (6) months thereafter. This register must contain the Name, Social Security Number, Phone Number, and Address. ALL TRUSTEE EMPLOYEES SHALL WEAR PICTURE IDENTIFICATION BADGES ON UNIFORMS AT ALL TIMES. ALL EMPLOYEES MUST WEAR A COMPANY UNIFORM (SHIRT, VEST AND/OR HAT), IDENTIFIED WITH THE COMPANY NAME AT ALL TIMES.

**4.12 REMOVAL OF CONTRACTOR'S EMPLOYEES**

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, any employee who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.

Contractor shall furnish personnel who are trained and qualified to perform as to the specifications, and supervisors who will be responsible for the performance of their personnel.

4.12.1 The Contractor shall provide training to their personnel for ornamental landscaping. The County shall, at its option, monitor the Contractor's employee performance on a random and unannounced basis, to verify the proficiency of the vendors staff by:

- 4.12.1.1 Observation
- 4.12.1.2 Audit of performance
- 4.12.1.3 Asking questions

**4.13 EQUIPMENT AND SUPPLIES:**

All equipment and supplies furnished by the Contractor are subject to prior approval by the County.

The Contractor shall provide sufficient equipment, supplies, and personnel to complete the work within the designated time frames. For example, this means that the Contractor shall not assign a crew of one or two for complete landscaping services at a large site that actually requires six to complete the tasks according to the schedule. Failure to fully complete a landscape service per the schedule shall cause contractor to lose prorated weekly rate for that site (See §4.19).

4.13.1 The Contractor shall be required to maintain a landscape service fleet with an minimum inventory in each vehicle of the following: **The vehicle must have the specific equipment required to perform the current, in process work (ie. mowing, tree trimming etc.).**

**4.0 CONTRACTOR REQUIREMENTS:** (continued)

4.13 EQUIPMENT AND SUPPLIES: (continued)

4.13.1.1 Landscape Tools:

Pruning saw  
 Pruning shears  
 Hedge trimming shears  
 Hula hoe (weeding hoe)  
 Lawn rake  
 Push Broom  
 Broad rake (wide aluminum rake)  
 Spade shovel  
 Sledge hammer (5 lb.) or stake driver  
 Pick  
 5 foot step ladder

4.13.1.2 Electric or Gas powered tools (See §4.6 for 2 or 4 cycle requirements):

Lawn mower  
 Weed eater  
 Blower/vac  
 Chain saw  
 Hedge trimmer  
 Grass edger

**4.13.2 The County will provide space in the equipment yard, to store project equipment. The Contractor will be responsible for any damage or theft of any stored equipment.**

4.14 WORK SCHEDULE:

At the post award conference the Contractor shall provide a proposed work schedule to accomplish the services pursuant to this contract. This schedule shall be set on an annual calendar identifying the task and the frequency of work.

This schedule shall be subject to Parks and Recreation Department approval. Thereafter, changes in this schedule must be submitted in writing to the Parks and Recreation Department Contract Administrator for approval prior to implementation.

The Contractor shall adhere to the approved work schedule and shall complete all routine work during the calendar week in which it is scheduled unless circumstances occur which are beyond the control of the Contractor. All scheduled work not completed during the week schedule shall cause the Contractor to be deducted monies on a pro-rated amount of the weekly services (See §4.19).

**4.0 CONTRACTOR REQUIREMENTS: (continued)**

**4.15 INSPECTIONS**

Each site shall be inspected by a Parks and Recreation Department Representative, a minimum of once per week. The Representative shall inspect the site to ensure contract requirements are being adhered to. An inspection report shall be filled out by Parks and Recreation Department, indicating the site has been inspected, and is found to be acceptable or unacceptable. If unacceptable, the Contractor shall be notified as to what deficiencies exist and be given two days to correct the work. Considerations shall be given to the Contractor for the time-line after Contractor has visited the site. This contract administration process will be an integral part of this contract, as an audit and feedback system and will be in addition to any other policies and procedures contained herein. The vendors should know in the bidding process that the successful bidder will be closely monitored for contract compliance.

No additional costs is anticipated to be incurred by the successful bidder by the presence of the contract administration process as long as contract compliance is maintained. In the event the service performed is unsatisfactory, or is NOT in accordance with the specifications, the Contractor shall, upon notification by the County, cause the facility to be serviced, remedying all discrepancies within 48 hours (two days) after notification, without additional cost to the County.

**The Department reserves the right to complete the work to its satisfaction and deduct the cost from monies due the Contractor if the work is not corrected within the allotted time frame.**

Additionally, the Contractor, accompanied by a Parks and Recreation Department Representative, shall perform a quality compliance inspection every six (6) months during the normal daytime work shift. The Representative shall submit a summary of the findings in writing to the Contractor, with a copy to the Parks and Recreation Department contract file.

**4.16 METHOD OF PAYMENT**

Upon satisfactory inspection and acceptance by the Parks and Recreation Department Representative for the services, an invoice shall be submitted by the Contractor to:

Parks and Recreation Department  
3475 West Durango Street  
Phoenix, AZ 85003

All invoices shall contain: the contract serial number; the purchase order number; Contractor's name, address, and phone number; month that services are being billed; and total dollar charges. Also, billing MUST be separated by a price sheet which coincides with the contract site location (section numbers), contract site costs per month; and facility total (i.e. \$6.4 Parks and Recreation Department; \$XX.XX per month, Total \$XX.XX).

Supplies used must be itemized in detail as to each individual cost (with applicable discounts). Applicable sales tax shall be applied to supplies only.

Non-Routine work shall be billed separately with required attached Letter of Authorization. Billing shall include the contract serial number; the address of the site; description of work performed; parts detail; and total dollar amount.

**4.0 CONTRACTOR REQUIREMENTS: (continued)**

**4.17 DISCREPANCIES**

For failure by the Contractor to provide routine landscape service as specified in the contract, or failure to follow contract specifications, the County may deduct the prorated share of the unfinished areas from any payments due, based on the Contractor's price quoted in the bid price sheets. This provision is used **ONLY** when work is not promptly corrected by the Contractor, or there are continuous documented discrepancies in the Contractor's performance:

Weekly service: \$15.00/day

Monthly service: \$30.00/day

Other specifications, noncompliance deductions (or as determined by the Contracts Administrator):

No English speaking staff on-site: \$15.00/per incident

No Picture I.D. or uniform as required: \$10.00/per incident

Fleet vehicles not sufficiently stocked: \$15.00/per incident

Insufficient staff to perform site tasks: \$15.00/per incident

NOTE: Contractor shall not be subjected to deductions that exceed their monthly service rate.

**5.0 GENERAL SPECIFICATIONS:**

**5.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Vendors signify their understanding and agreement by signing this document, that the contract resulting from this bid will be a requirements contract. However, this contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this contract, that they will be purchased from the vendor awarded that item. Orders will only be placed when a need is identified by a using agency or department and proper authorization and documentation have been approved.

**5.2 CONTRACT LENGTH:**

This call for bids is for awarding a firm, fixed price purchasing contract to cover A three (3) year period.

**5.3 OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of two(2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

**5.0 GENERAL SPECIFICATIONS: (continued)**

**5.4 ESCALATION:**

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation.

Escalation shall not exceed the increase in the Phoenix Metropolitan Price Index as reported for "Arizona Business" as published by the Center for Business Research, Arizona State University of Business, Tempe, Arizona, 85287-4406, Telephone (602) 956-3961 per contract period and must be approved in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

**5.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant agreement for convenience by providing sixty (60) calendar days advance notice to the vendor.

**5.6 TERMINATION FOR DEFAULT**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued.

The termination for default will be issued only after it is deemed by the County, that the vendor has failed to remedy the problem after being forewarned.

**5.7 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**5.8 APPROPRIATION CONTINGENCY:**

The vendor recognized that any agreement entered into all commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions.

The vendor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**5.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement.

5.0 GENERAL SPECIFICATIONS: (continued)

5.9 ORGANIZATION - EMPLOYMENT DISCLAIMER: (continued)

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons.

The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

5.10 INDEMNIFICATION:

The Contractor agrees to indemnify and save harmless the County, its officers, agent and employees, hereinafter referred to as indemnitee, from all suits, including attorneys' fees and costs of litigation, actions, loss, damage, expense, cost or claims, of any character including without limitation, injury to or death of any and all persons or property damage sustained and caused by an act, omission, neglect, or misconduct of contractor or on account of any action, claim or amount arising out of failure of the Contractor under Workmen's Compensation law, or arising out of failure statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnitee shall, in all such instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage.

5.11 INSURANCE REQUIREMENTS:

The successful bidder will agree to carry all insurance which may be required by Federal and State laws, County and City ordinances, charters, regulations and codes. Concurrent with the execution of the contract for services the successful bidder will furnish the County the following Certificates of Insurance. Certificates shall be issued by an insurance company authorized by the Insurance Department of the State of Arizona to transact business in the State of Arizona. All certificates shall be subject to the approval of Maricopa County, Risk Management. **All certificates of insurance shall be identified with bid serial number and title.** A \$25.00 administrative fee will be assessed for all certificates of insurance received without the appropriate bid serial number and title.

**Liability Insurance:** A certificate of insurance evidencing insurance coverage for General Liability written on a comprehensive form with a limit of liability of at least \$2,000,000 per occurrence for Bodily Injury, premises/operations, products & completed operations, pollution and contamination coverage independent contractors, contractual, broad form property damage and Personal Injury.

**Worker's Compensation and Employer's Liability:** A certificate of insurance evidencing statutory coverage for Worker's Compensation coverage, Injury and a limit of liability of \$1,000,000 for Employer's Liability, or a letter of certification from the Industrial Commission that the vendor is an authorized self insurer.

**Automotive Liability:** Provide to the County a certificate of insurance evidencing coverage on any automotive general, non-owned, or hired autos with a limit of at least \$1,000,000.00 per occurrence for bodily injury, property damage or personal injury.

It is further agreed that no policy shall expire be canceled or materially changed to effect the coverage available to the County without (30) days written notice to the County.

5.12 CHANGE ORDERS:

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Request for Bids.

**5.0 GENERAL SPECIFICATIONS: (continued)**

5.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this contract, prices for such additions will be negotiated between the Vendor and the County.

5.14 INCORPORATION OF BID INTO THE CONTRACT:

The contents of this solicitation and the selected firm's response are to be incorporated into the contract.

5.15 AMENDMENTS:

All amendments to this contract must be in writing and signed by both parties.

5.16 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Facilities and Equipment Management Department (using department) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract.

The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

5.17 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

5.18 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

5.19 NON-DISCRIMINATION:

The Contractor in the performance of this contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

5.20 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

5.21 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.

**5.0 GENERAL SPECIFICATIONS: (continued)**

**5.22 COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**5.23 FINANCIAL STATUS:**

All vendors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a vendor non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Contractor or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the vendor should be declared non-responsive and/or non-responsible, and suspension or debarment of the vendor, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this solicitation, the vendor agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Contractor or receiver is appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the vendor will meet its obligations to the County.

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County.

**5.24 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**5.0 GENERAL SPECIFICATIONS: (continued)**

**5.25 PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

**5.26 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**5.27 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**5.28 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**5.29 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the vendor but only for actual and documentable costs incurred by the vendor due to and after issuance of the Purchase Order.

The County will not reimburse the vendor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Vendors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this solicitation, the vendor specifically acknowledges to be bound by this cancellation policy.

**5.30 REFERENCES:**

Vendors must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

**5.31 BID PROTESTS AND DISPUTE RESOLUTION:**

Bid protests and contract disputes shall be handled in accordance with the provisions of Article 9, MC1-905, MC1-906, respectively, of the Maricopa County Procurement Code.

**5.0 GENERAL SPECIFICATIONS: (continued)**

**5.32 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation.

Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**5.33 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information. The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

**5.34 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or subcontractors.

**5.35 CONTRACTOR LICENSE REQUIREMENT:**

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

**5.36 AMPLIFYING DATA:**

Should any bidder wish to submit amplifying data with this bid, a statement should be made on the bottom of the bid that such amplifying material is a part of the bid and attach material to the bid form(s).

**5.37 DELIVERY:**

It shall be the bidder's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the bidder fails to make delivery and any price differential will be charged against the Contractor.

**5.38 PERFORMANCE BOND:**

The successful bidder will be required to furnish a performance bond in the amount of \$25,000 within 10 days from receipt of notification of award.

Date of U.S. postmark will be accepted as date of delivery of performance bond. Vendors are requested to tender this bond on a document approved by the Arizona Department of Insurance. Vendor failing to supply a performance bond as required will forfeit his right to the contract. A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. Performance bonds are to be identified with bid serial number, title and return address.

**5.0 GENERAL SPECIFICATIONS: (continued)**

5.38 PERFORMANCE BOND: (continued)

OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the bidder any amounts bidder owes to the County for damages resulting from breach or deficiencies in performance under this contract.

5.39 PROVISIONS OF BID DOCUMENTS:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

5.40 INCURRING COSTS:

Maricopa County is not responsible for any costs incurred in preparing this bid, including the acquisition of supplies and/or personnel until a contract is awarded by the Maricopa County Board of Supervisors.

5.41 PUBLIC RECORD:

All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

5.42 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

5.43 EVALUATION CRITERIA:

The evaluation of this bid will be based on but not limited to the following:

5.43.1 Compliance with specifications

5.43.2 Cost

5.43.3 Vendor performance history

5.43.4 References

5.44 AWARD:

The County reserves the right to award in whole or in part, by item, group of items, by section or geographic area where such action serves the County's best interest.

5.45 MBE/WBE PARTICIPATION:

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE enterprises may be obtained by contacting George Bravakos, Contracts Compliance Coordinator for Maricopa County at (602) 506-4068. Please indicate in your bid response MBE/WBE areas of involvement for monitoring purposes.

**5.0 GENERAL SPECIFICATIONS: (continued)**

**5.46 PRICE REDUCTIONS:**

By submitting a bid or proposal in response to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers **for similar services at comparable volumes in a similar geographic area.**

If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 5.46.1 Cancel the contract, if it is currently in effect.
- 5.46.2 Determine the amount which the County was overcharged and submit a request for payment from the vendor for that amount.
- 5.46.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

**5.47 CONTRACT ADMINISTRATION:**

To help insure contract compliance, a contract administration process will be an integral part of this contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure.

This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

The vendors should know in the bidding process that the successful bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal vendor/user relationship will exist when within compliance and the contract administration process should be transparent.

**5.48 REGISTRATION:**

Vendors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

**5.49 SUBMISSION PRICE CLARITY:**

For reasons of clarity all submissions of pricing (pricing page) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request.

Submissions (bids) failing to comply with this requirement may be declared non-responsive. Minimum purchase requirements (if any) must be explained in writing by the bidder.

**5.0 GENERAL SPECIFICATIONS: (continued)**

**5.50 INQUIRIES:**

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN  
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:  
STEVE DAHLE, SENIOR PROCUREMENT SPECIALIST - (602) 506-3450

Technical Telephone inquiries shall be addressed to:  
Mark Lansing, Park Manager, (602) 932-3811  
Bob Schyber (602) 506-3998

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

**5.51 THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON APRIL 28, 1998 10:00 AM AT THE MARICOPA COUNTY ESTRELLA MOUNTAIN PARK, 3 MILES SOUTH OF GOODYEAR, VIA BULLARD ROAD OR ESTRELLA PARK WAY, SOUTH OF GILA RIVER FROM STATE HIGHWAY 85, PHOENIX, AZ 85338**

**P. O. BOX 358, GLENDALE, AZ 85311-0358**  
**WESTSCAPE ENVIRONMENTAL, 6630 N 47<sup>TH</sup> AVENUE, GLENDALE, AZ 85301**

6.0 **PRICING: ~~B0602610~~ S007802/ B0606053**

Unit price as bid for MOWING MAINTENANCE in accordance with specifications.

			<u>PRICE PER SERVICE</u> (or as noted)
6.1	Mowing Service at Estrella Park as called for in Technical Specifications	<b>YEAR 1</b>	\$ <u>975.00</u> /per service
		<b>YEAR 2</b>	\$ <u>995.00</u> /per service
		<b>YEAR 3</b>	\$ <u>1,014.00</u> /per service
6.2	Parts, supplies, and nursery stock, cost plus:	<b>YEAR 4</b>	\$ <u><b>1,200.00</b></u>
		<b>YEAR 5</b>	\$ <u><b>1,200.00</b></u> <del>20</del> %
6.3	Irrigation system repair hourly rate:		\$ <u>26.50</u> /per hour
6.4	Hourly rate for debris pickup and gravel maintenance as required additional visits.		\$ <u>16.00</u> /per hour
6.5	Additional Mowing Service	<b>YEAR 1</b>	\$ <u>23.00</u> /per acre
		<b>YEAR 2</b>	\$ <u>23.50</u> /per acre
		<b>YEAR 3</b>	\$ <u>24.00</u> /per acre
6.6	Verticutting, per Para 3.2		\$ <u>95.00</u> /per acre

TERMS: 1% 30 days or Net 20 days

FEDERAL TAX ID NUMBER: ~~86-0430235~~ **86-0128538**

VENDOR NUMBER: ~~860430235~~ **860128538 A**

TELEPHONE NUMBER: 623-931-4902

CONTACT PERSON: ~~Lee A. Spencer~~ **Vickie Spencer**

**SEPTEMBER 30, 2004**

~~JULY 31, 2004~~

~~JULY 31, 2002~~

CONTRACT PERIOD: To cover period ending ~~JULY 31, 2001~~